

AGREEMENT

between the

WAVERLY COMMUNITY SCHOOLS

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO**

JULY 1, 2008 - JUNE 30, 2010

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to ensure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP, CHECK OFF

Section 1. UNION RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours, and working conditions.

B. The term "employee" as used herein shall include all Bus Drivers, excluding substitute Drivers, casual and temporary employees, and supervisory, confidential and professional employees. Casual employees shall be defined as those regularly scheduled to work less than three (3) hours per day.

C. Whereas the parties have reached agreement as provided in Public Act #379 of 1964, it is hereby agreed as follows:

Section 2. AGENCY SHOP

A. Employees covered by this Agreement, at the time it becomes effective and who are members of the Union at the time, shall be required, as a condition of continued employment, to continue membership in the Union and pay to the Union dues uniformly charged for the membership for the duration of this Agreement, or pay a representation fee.

B. Employees covered by the Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union and pay regular monthly dues for the duration of this Agreement on or before the thirtieth (30th) day following such effective date, or pay to the Union a representation fee.

C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required, as a condition of continued employment, to become members of the Union and pay each month the regular monthly dues for the duration of this Agreement, commencing on or before the thirtieth (30th) day following the beginning of their employment as a Bus Driver, or pay to the Union a representation fee.

D. The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

Section 3. CHECK-OFF

A. The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union dues uniformly required as provided in a written authorization executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Contract.

B. Dues will be authorized, levied and certified in accordance with the By-Laws of the Union. Each employee and the Union hereby authorizes the Employer to rely upon and to honor certifications by the Financial Secretary of the Union regarding the amounts to be deducted.

C. The Employer agrees to provide this service without charge to the Union.

D. Drivers shall be deemed to be members of the Union within the meaning of this Article if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirement of this Article if they are not more than thirty (30) days in arrears in payment of the service fee.

E. Member employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

F. The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer, or in reliance upon signed authorization cards or lists furnished to the Employer by the Union for the purpose of payroll deduction of dues.

Section 4. REPRESENTATION FEE CHECK-OFF

A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union's representation fee, as provided in a written authorization executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this Contract.

B. Representation fees will be authorized, levied and certified in accordance with the By-Laws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Union regarding the amounts to be deducted.

C. The Employer agrees to provide this service without charge to the Union.

D. The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer, or in reliance upon signed authorization cards, lists furnished to the Employer by the Union, or any disputes on the amount of representation fee that is to be deducted from a non-member for the purpose of payroll deduction of representation fees.

Section 5. REMITTANCE OF DUES AND FEES

Employees shall tender the monthly membership dues and/or representation fees by signing the Authorization for Check-off of Dues form.

ARTICLE III

DISCRIMINATION

The Employer and the Union both recognize their responsibilities in the area of Civil Rights. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied to all employees without regard to race, creed, religion, color, national origin, sex, marital status, height, weight, arrest record, disability and age.

ARTICLE IV

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for the assisting in the adjusting of grievances, provided said visitation shall not disrupt orderly operations.

ARTICLE V

STEWARDS

A. The employees will be represented by a Chief and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Employer in writing.

B. Arrangements may be made to allow the Chief or Alternate Steward time off the job with pay for the purpose of investigating grievances, and attending grievance and negotiation meetings, upon approval of the immediate supervisor.

C. During their terms of office, the Chief and Alternate Stewards shall be deemed to head the seniority lists for the purposes of lay-off and recall only, provided they are qualified to do the required work. Upon the expiration of their office they shall return to their previous seniority positions.

ARTICLE VI

MANAGEMENT RIGHTS

Section 1.

The District retains all rights to manage and direct the Waverly Schools to the full extent authorized by law. These rights include, but are not limited to:

A. The management and control of the Waverly Schools, properties, facilities and activities of employees during working hours.

B. The management's rights to hire all employees in this unit, determine qualifications and conditions for continued employment, dismissal, or demotion, or the promotion or transfer of all such employees.

C. The right to determine all matters involving work standards; the means, methods and process used to maintain these standards; the right to introduce new and/or improved equipment, and the right to introduce new and/or improved methods and facilities.

D. The right to establish reasonable rules and regulations.

Section 2.

The exercise of these powers, duties and responsibilities by the District, and adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and the laws which govern the Waverly Schools.

ARTICLE VII

SAFETY

The Employer will conform to the provisions of the Occupational Safety and Health Act, State and local regulations where applicable and required by law.

ARTICLE VIII

UNION RIGHTS

Section 1.

All bus loads shall not exceed ten percent (10%) over rated capacity, however, the District will reduce loads to fifty (50) high school and fifty-five (55) middle school students to the extent possible considering scheduling and financial constraints.

Drivers shall be provided with a preliminary list of students assigned to their buses within two (2) weeks from the start of school. If the assignment of a student(s) is changed, the Driver shall be promptly notified of any change affecting his/her bus.

Section 2.

Bus Drivers will be given the authority under the Student Code of Conduct to recommend a student be removed from riding the bus, whose conduct merits loss of bus riding privileges. The parent/student will be informed by the supervisor. A written report will be given as soon as possible to the supervisor. The length of suspension will be determined by the supervisor, after consultation with the Driver, depending upon the seriousness of misconduct and prior reports.

Section 3.

Employee lounge areas, restroom and lavatory facilities will be provided for the Drivers during normal working hours.

Section 4.

Parking facilities shall be made available to members of the Union. Drivers returning after the close of school may make arrangements with the transportation supervisor in order to provide access to restroom and telephone facilities.

Section 5.

Religious and political activities or lack of them shall not be grounds for discipline or discrimination with respect to the employment of any employee.

Section 6.

The District shall, with the written authorization of the employee, make deductions for Capital Area Credit Union and/or other legally authorized deductions.

Section 7.

Tax-sheltered annuities are presently being deducted by the Waverly Schools and shall continue to be deducted at the request of the employee. The annuities shall be from a Board approved list which shall contain, as a minimum, the tax-sheltered annuities now available, and the PET annuity, unless the list is reduced for reasons beyond the District's control.

Section 8.

Deductions will be made at the request of the employee for the United Fund.

Section 9. JACKETS

The District agrees to purchase, at its expense, one (1) winter jacket or boots/shoes every three (3) years, and one (1) spring jacket or boots/shoes every three (3) years. Only one (1) jacket or boots/shoes is to be purchased in any one school year. Jackets are to remain District property until replaced.

Section 10. TIME CHECKS

Time checks to reassess paid time allocated for a specific run may be requested if there has been a significant change in the time of the run. Such a request must be put in writing by the Driver, signing the request to verify receipt on that date, within ten (10) days of driving the route. A time check shall be carried out within thirty (30) working days from the submission date. The time check will be carried out during the regular morning and afternoon runs. In any case, the time check run shall be driven by the regular Driver. If there is found to be a significant route time change, payment to the Driver shall be retroactive to date the run was first driven or significantly modified. All runs and assignments are subject to time checks, however, more than one (1) Driver time check request per year is not authorized unless the route is changed or modified.

Section 11. PROMOTION/TRANSFER

The District shall agree to post on employee bulletin boards, maintained for such purpose, all permanent job openings in positions covered by this Agreement for a period of seven (7) working days prior to a permanent filling of these vacancies. Employees promoted shall be granted a four (4) week trial period to determine his/her ability to perform the jobs, and his/her desire to remain on the job. During the four (4) week trial period, the employee shall have the opportunity to revert to his/her former position if vacant, otherwise, a position in his/her former classification assigned by the designated supervisor. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the supervisor to the Personnel Director or other Superintendent's designee with a copy to the employee. The employee may then be reassigned to his/her former classification and to his/her former seniority status. During the trial period, employees will receive the rate of the job he/she is performing. (All seniority accumulation to be suspended during any trial employment period within a different bargaining group at Waverly Schools.)

ARTICLE IX

SENIORITY

Section 1.

Seniority shall be defined as length of continuous service in the employ of the School District as a school Bus Driver, commencing with the date of last hire. Seniority shall be based on regular/permanent assignment, after probation. Seniority shall be accumulated by continuous driving of regular routes, morning and afternoon routes, and optional routes, excluding field trips. During the employee's probationary period, employees will have no seniority status. At the end of the probationary period, each employee will be entered on the seniority list as of the date of last hire.

Section 2.

Employees who leave the bargaining unit to take a non-bargaining unit position with the Waverly Schools, may return to the bargaining unit with the same seniority they held prior to leaving the bargaining unit, providing they return within one (1) year.

Section 3.

Full-time regular Drivers who voluntarily change status from regular Driver to substitute Driver for reasons other than lay-off shall have their seniority frozen, and shall not accumulate seniority while remaining in a substitute status.

Section 4.

Seniority shall be lost and the employment relationship terminated under the following conditions:

- A. Voluntary resignation, retirement or discharge.
- B. Continuous lay-off in excess of two (2) calendar years.
- C. Failure to return to work within thirty (30) calendar days of receiving a recall notice following lay-off.
- D. Failure to return to work from a leave of absence unless excused by the Employer.
- E. Three (3) consecutive days without contacting the Employer. Employer may take into account extenuating circumstances.

ARTICLE X

DISCIPLINE

No non-probationary employee shall be disciplined or discharged without just or reasonable cause. The District shall not use an employee's prior record which is more than two (2) years old in imposing discipline or discharge.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as, and limited to, an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. Any member or members of the unit or the Union may file a grievance.

Section 2.

The term "Days" shall be defined as workdays; exclusive of holidays, weekends, and non-driving days provided for the unit by the Agreement during the school year; and exclusive of holidays and weekends during the summer. The number of days at each level are maximums. The time limits may be extended by mutual written agreement.

Section 3.

The grievance shall be submitted in writing and shall include the following:

- A. A statement of the facts alleging the violation.
- B. The specific Article or Section of this Agreement which is alleged to have been violated.
- C. The specific relief which will resolve the grievance.
- D. The name(s) of the aggrieved party.
- E. Appropriate transmittal signatures and dates.

Section 4.

Neither party shall be restricted as to representatives included in the Grievance Procedure.

Section 5. INFORMAL PROCEDURE

Prior to initiating formal Grievance Procedures, the aggrieved party shall attempt to seek resolution with appropriate supervisor.

Section 6. FORMAL PROCEDURE

LEVEL ONE Supervisor's Level:

Within five (5) days of the alleged violation of this Agreement, or of the grievant's knowledge of its occurrence, whichever is first, the aggrieved party shall submit a written grievance to the immediate supervisor. Within five (5) days of receipt of the written grievance, the supervisor shall schedule a Level One hearing. In the event a Level One hearing is not scheduled within the five (5) day limitation, Level One shall be waived and the grievance referred to Level Two. Within five (5) days of the hearing on the grievance, the supervisor shall render a decision in writing, transmitting a copy to the Union, the aggrieved party, and to the Personnel Director or other Superintendent's designee.

LEVEL TWO Superintendent's Level:

If the decision of the supervisor is unsatisfactory to the grievant, the Union, within five (5) days of receipt of the supervisor's decision, shall transmit to the Personnel Director or other Superintendent's designee, the Level One decision, and statement of intent to file at Level Two. Within ten (10) days of a Level Two grievance, the Personnel Director shall schedule a Level Two hearing.

Within seven (7) days of the hearing on the grievance, the District shall render a decision in writing, transmitting a copy to the Union and to the aggrieved party.

LEVEL THREE Arbitration:

A. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the grievance may be submitted to binding arbitration within fifteen (15) days after receipt of the answer at the next preceding step.

The arbitrator shall be mutually agreed to by the parties, or if they cannot agree, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground not previously disclosed to the other.

B. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. It is expressly agreed that the power of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. Arbitration shall be limited to a claim of misinterpretation, misapplication, or violation of the negotiated Agreement. When the arbitrability of the issue is challenged, the arbitrator shall first hear and rule on the question of arbitrability before hearing the merits of the issue. The decision of the arbitrator shall be final and binding on both parties. When either party believes that the arbitrator has exceeded his/her powers, it is fully understood that either party retains full legal rights of appeal to a court of competent jurisdiction.
2. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses to be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
3. No decision in any one case shall require retroactive adjustment in any other case.
4. He/she shall have no power to establish salary scales.
5. He/she shall have no power to rule on any of the following:
 - a. The termination of services of or failure to reemploy any probationary Driver.
 - b. Reduction in personnel, except specific negotiated procedures; arbitration of procedures shall be limited to a procedural remedy.

Miscellaneous

- A. A grievance may be withdrawn at any level without prejudice or record.
- B. No reprisals of any kind shall be taken by or against any party of interest or any participant in Grievance Procedure by reason of such participation.
- C. Access shall be made available to records and all pertinent information (other than confidential personnel files) used in the determination and processing of the grievance.
- D. No grievance shall be filed for or by any Driver after the effective date of his/her voluntary resignation.

E. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such times required may go beyond the expiration date of this document.

F. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award shall not be based on other extra-contract matters not specifically incorporated in this Agreement.

Section 7.

Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance not answered by the District within the prescribed time limits, or any extension which may be agreed to, shall automatically be moved to the next step. Any grievance not carried to the next step by the Union within the prescribed time limits, or any extension which may be agreed to, shall be automatically closed upon the basis of the Employer's last disposition.

Section 8.

Employees shall be allowed representation at Level Three of the Grievance Procedure, either by the Union or outside counsel. At Levels One and Two, employees may be represented by the Union Steward or Business Representative.

ARTICLE XII

LAY-OFF AND RECALL

Section 1.

If bus routes are changed or reduced and Drivers are not needed, Drivers shall be laid off according to seniority, with the least senior employee being laid off first.

Section 2.

Recall of Drivers following lay-off shall be according to seniority with the employee with the most seniority being the first to be recalled.

Section 3.

Any Drivers laid off will have their seniority frozen and shall receive no benefits. Laid-off Drivers may be considered for substitute driving. Laid-off Drivers who are offered substitute driving will have the offer made on the basis of seniority on a rotating basis per temporary vacancy.

ARTICLE XIII

PROBATION

Section 1.

All new Drivers assigned to a regular run shall be considered probationary until they have accumulated forty-five (45) driving days, exclusive of approved leaves of absence not to exceed five (5) driving days. Backup Drivers shall not have to serve a separate probationary period when assigned to a regular run if they have successfully completed their probationary period as a Backup Driver. If a new Driver has been a substitute in the District for one (1) calendar year or more, they shall be considered probationary until they have accumulated thirty (30) driving days, exclusive of approved leaves of absence not to exceed five (5) driving days.

Section 2.

During the probationary period, employees shall have no seniority status.

Section 3.

Probationary Drivers shall be covered by wages and sick leave prorated benefits from the date of hire, but shall be excluded from all other provisions of this Agreement until placed on permanent status at the completion of the probationary period. Upon the successful completion of the probationary period, Drivers shall have all rights and benefits of this Agreement. Seniority and all matters pertaining to sick leave and vacations, except wages and fringe benefits not otherwise provided, shall be retroactive as of regular/permanent assignment.

Section 4.

The District reserves the right, when warranted, to extend the probationary period, not to exceed an additional thirty (30) working days. When the Driver's probationary period is extended for any reason, the District shall provide the Driver and the Union with a copy of the reasons for the extension.

ARTICLE XIV

LEAVES

Section 1.

Leaves of absence without pay may be granted for a maximum of thirty (30) driving days in any one (1) year. Leaves of absence shall be governed by the following:

A. The Driver must fill out and submit to the Employer a leave of absence request on a form supplied by the District at least one (1) week prior to the date of the requested leave, except in case of emergency.

B. A substitute Driver must be available to cover the Driver's route.

C. The Drivers shall continue to accumulate seniority while on approved leaves.

D. Leaves of absence may be extended or renewed upon mutual consent.

Section 2. EXTENDED ILLNESS LEAVE

A. Leaves for illness or injury extending beyond the period compensated under sick leave shall be provided without pay or benefits up to a period not to exceed one (1) calendar year.

B. Proof of recovery may be required at the employee's expense prior to the return from extended illness leave. Such proof may be verified by a District named physician at District expense.

C. Upon notice to the District of the employee's ability to return to work, the employee will be returned to his/her regular assignment.

D. Failure to return within a period of one (1) calendar year shall constitute voluntary resignation.

E. Employee seniority shall continue to accumulate during an extended illness leave.

F. Leaves under this Section will conform to the Family and Medical Leave Act.

Section 3. MATERNITY LEAVE

Pregnancy shall be considered the same as any other temporary disability. Maternity leaves granted under this Section will conform to the Family and Medical Leave Act.

Section 4. PAID SICK LEAVE

A. The District maintains a paid sick leave program for all unit employees. Sick leave for covered employees is earned and credited at the rate of one (1) day per calendar month of active employment with a sixty (60) day accumulation. The accumulated sick leave plus the new year's total shall be credited at the beginning of each school year and shall be prorated upon leaving employment, based on the amount of time worked in a year.

B. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He/she cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave.

C. Employees who have exhausted their paid sick leave credit and are still unable to return to work may draw from vacation credits previously accumulated.

D. In the event of death of a regular Waverly Schools Bus Driver while in the employment of the District, any unused sick leave benefits shall be paid to the designated beneficiary.

E. Unused sick days may, upon request of the employee, be reimbursed at the end of the school year rather than accumulate. Should an employee elect to bank sick days, the accumulation shall be limited to sixty (60) days. Upon retirement or resignation of employment, fifty percent (50%) of the accumulated sick leave shall be paid at the prevailing rate. No payment will be made where the termination was for just cause which is upheld. Resignation or retirement due to failure to pass drug testing will not receive accumulated sick leave payout. Any employee using less than three (3) sick days during any school year shall receive a three hundred twenty five dollar (\$325.00) bonus at the end of the school year.

F. The District maintains a paid personal leave program for all unit employees. Such paid leaves are charged against and limited to the employee's accumulated sick leave and shall be granted for the following reasons:

1. Ten (10) days per year for illness in the immediate family.
 - a. The definition of immediate family for the purpose of illness will include: spouse, child, step-child, parent, step-parent, or dependent living in the household.
2. Five (5) days per death in the immediate family.
 - a. The term "immediate family" for death is interpreted to mean: spouse, child, parent, sister, brother, parent of spouse, sister-in-law, brother-in-law, son-in-law, grandparent, grandparent of spouse, grandchild, stepfather, stepmother, half brother, half sister, daughter-in-law, or a dependent in the immediate household.

G. Employees may take unpaid funeral leave up to three (3) days, but must choose leave as per F(2) or G.

Section 5. PERSONAL LEAVE DAYS

Two (2) days per year paid personal leave, prorated upon leaving employment, not chargeable against the employee's contract salary or sick leave allowance, shall be granted for personal business. Approval is to be obtained through the administration and arrangements made a week in advance or sufficient time to obtain a substitute in case of emergency. Unused personal business leave shall accumulate and be accrued as sick leave each year on July 1st, or at the end of the year can be accumulated if not used during one school year and added to next year's allowance to equal a sum of not more than four (4). Use of personal leave days shall require the prior approval of the foreman and the Director of Personnel. A personal business day is not to be taken the last workday preceding a holiday nor the first workday immediately following a holiday.

Section 6. WORKER'S COMPENSATION

Employees are covered by Worker's Compensation. In the event an employee is unable to work because of a disability determined to be compensable under the Michigan Worker's Compensation law, the District agrees to provide the employee the option of being paid the difference between his/her salary, determined as of the date of disability, and the Worker's Compensation payment. The total amount of such payments shall not exceed the monetary value of the employee's accumulated sick leave, determined as of the date of disability. Accumulated sick leave shall be reduced in accordance with any such District payments. An employee who does not elect to be paid the difference between his/her salary and Worker's Compensation will retain accrued sick leave upon return to work. Additional sick leave will not accrue during a disability period.

Section 7.

An employee who (1) serves on jury duty, or (2) who serves as a witness on behalf of the District will be paid for time missed from regularly scheduled work, provided proof of service is submitted to the personnel office and pay is reimbursed to the District. Witness service on behalf of the District will not be charged to leave or vacation time.

Section 8.

Leaves will not be granted to enable an employee to seek other employment or to perform a trial period for other employment.

ARTICLE XV
RETIREMENT

Section 1.

Retirement age shall be in compliance with the State and Federal laws.

Section 2.

In appreciation for years of service in the Waverly Schools, a retirement payment of one hundred dollars (\$100.00) per year of service in the School District will be paid by the School Board to an employee upon his/her retirement, provided the employee had accumulated ten (10) years seniority in the School District in a position covered by this Agreement and qualifies to retire through the Michigan Public School Retirement System.

Section 3.

In case of death of an employee while he/she is still actively employed by Waverly Schools, his/her retirement and vacation pay shall be paid to his/her designated beneficiary.

Section 4.

Any employee who terminates employment who contributed to the Michigan Public School Employees Retirement System, prior to July 1, 1977, may receive assistance in applying for a refund through the Personnel Office.

ARTICLE XVI
WORK ASSIGNMENTS

Section 1. DEFINITIONS

A. Field trips are educational, recreational, athletic and senior citizen trips. Preference in the assignment of field trips shall be given to regular Drivers in the bargaining unit.

B. Optional routes are assignments other than regular routes that are part of the bid procedure.

C. Regular routes are those routes established at the beginning of the school year that bring students to and from school before and after the school day.

D. A shuttle run shall be defined as transporting students from one school building (including private schools) to another school building within the District when not otherwise designated as an optional route assignment.

E. **Regular Driver**

The term "Regular Driver", for the purpose of this Article, shall mean all non-probationary Bus Drivers.

F. **Route Bid**

The term "Route Bid" shall mean a request, either in person or by written communication, for work assignments.

Section 2.

A. Drivers shall hold their regularly assigned routes, regular routes and optional routes for the year July 1st through June 30th, exclusive of in-area shuttle runs, unless they request change, or the supervisor detects incompetency, or when a run is increased by fifteen (15) minutes or more, the run shall be posted for bidding, or when a run is reduced by fifteen (15) minutes or more, the affected Driver may bump any less senior Driver's run, although the posting and bumping provided for here shall be suspended during the month of September and not be instituted until October 1st and thereafter. The Union shall be notified in any case.

B. Once an optional route assignment has been posted and bid upon, any additions of two (2) or more schools or stops shall be considered as a new run and posted accordingly, provided additional time beyond that paid has been added to the route.

Section 3. BID PROCEDURE

A. Yearly bus runs will be posted as soon as they are known in August, or if possible, at least five (5) working days before the annual bid meeting. A meeting will be scheduled by the supervisor of Drivers as soon thereafter as possible to bid on runs according to Drivers' seniority. Any change in the amount of time of more than fifteen (15) minutes will be made prior to posting, as long as the dispatcher has been made aware of the change.

1. Drivers shall choose their regular route at the beginning of each school year on the basis of Driver seniority, unless seniority is bypassed for just cause. In such an event, the Driver will be notified of being bypassed and for what cause. If requested by the Driver, the notification and the accompanying statement of cause will be provided in writing.

2. Optional routes shall be selected by seniority at the beginning of each school year after the regular routes have been chosen. Optional routes shall be composed of one (1) single list for bidding purposes.

B. Vacancies

1. When a vacancy occurs or a new route is established during the school year, it will be posted not less than five (5) working days prior to the assignment of a regular Driver. During this posting period, Drivers may bid the vacancy or new route. Bids will be resolved on the basis of seniority, and the vacancy or new route filled with a regular Driver immediately following the end of the posting period. Any vacancies which result from the bid procedure referred to above will be resolved at a bid meeting which will be held during the third (3rd) working day following the filling of the original position. All Drivers interested in changing routes may bid on the resultant vacancy(s) at this meeting on the basis of seniority, and any and all resultant vacancies will be filled at this meeting. A regular Driver may be bypassed only if assignment of that person would result in a work week in excess of forty (40) hours per week. Notification of the bid meeting will be posted immediately following the filing of the posting on the original bid sheet. There will be no separate bid posting for resultant vacancies. Shifting of Drivers shall occur on the first (1st) day after attendance at bid meetings that occur during the year.
2. Vacancies or newly created optional route assignments arising after the bid meeting will be subject to the bid procedure. However, a regular Driver who had previously successfully bid for an optional route will be ineligible to bid on the new optional route unless he/she abandons the prior optional route assignment bid, or no other regular Driver bids on the new optional route assignment. This bidding shall not result in any Driver scheduled in excess of forty (40) hours per week. Drivers who were not regular Drivers at the time of the original bid shall only be allowed to bid on optional routes if no regular Driver bids.

When an assigned optional route is split into two (2) or more optional routes, the Driver with the original assignment shall have the choice as to which portion of the split route to retain.

Section 4. FIELD TRIPS

A field trip of up to and including twenty (20) students shall require one (1) parent or teacher chaperon riding on the bus. Student field trip groups in excess of twenty (20) students on one (1) bus shall require two (2) parents and/or teacher chaperons riding the bus. It shall be the responsibility of the District to inform the activity sponsor of this requirement prior to or at the time of request for a field trip bus. District Policy 5131, Article IV, Section C, regarding bus conduct currently in effect, shall apply to field trips.

1. Preference in the assignment of field trips shall be given to the regular Driver.
2. Field trip Drivers will normally drive their regular route.
3. Drivers will receive regular pay for all field trips. On split trips, the Driver will receive a minimum three (3) hours pay (one and one-half [1-1/2] hours per Driver/split minimum). During deadheading time of more than one (1) hour, the employee not driving will receive minimum wage per hour. A split trip on the same day will be assigned to the same Driver if he/she is available.
4. Field trips shall be divided as equally as possible among the regular Bus Drivers. An up-to-date list showing field trip hours shall be posted once each week. For the purpose of this Section, time not worked because the employee was unable or did not choose to take the field trip will be charged the actual number of hours of the trip. For the purpose of equalization of hours, each Driver will start with zero (0) hours accumulated as of the first (1st) field trip of the then current school year. Drivers who know they are unavailable for certain days or times will notify the dispatcher in writing.
5. If no Driver within the Bus Drivers' unit is available for a field trip, the District shall have the right to assign a qualified Driver from outside the unit.
6. Every effort will be made to post field trips as soon as it is clerically possible by 2:00 p.m. on Friday, and signed by the Drivers by 5:00 p.m. on the following Monday.
7. A Driver on an extra trip, during the prescribed eating times, may take his/her bus to an eating establishment of his/her choice within the area unless the person in charge requests a bus to be left at the site for student use. The Driver must clear it with the person in charge before leaving.

8. During field trip down time, the Driver shall take reasonable steps to provide for the security of his/her bus.
9.
 - a. When field trips of up to three (3) hours duration are scheduled during regular morning or afternoon runs, the garage mechanic or substitute Driver may be used for these trips, unless a regular Driver is available.
 - b. When field trips are posted, the exact location of the destination shall be posted. Drivers shall be given a copy of the complete itinerary of the trip prior to the start of the trip.
 - c. If students from other schools are to be transported with Waverly students on a field trip, such information shall be posted with the field trip when known.
10. Buses shall be swept out by the Driver upon its return from field trips, and the Driver paid a minimum of fifteen (15) minutes for such clean-up time, providing the trip does not leave directly from a regular assigned run, and regular run clean-up has not been performed. Any defects noted at that time shall be reported in writing as soon as possible to the mechanic.
11. When a school van accompanies a bus on a trip, a qualified Driver will be given first consideration to drive and will be covered by field trip rules. However, the District reserves the right to assign another Driver when it is in the best interest of the District.
12. On special occasions it may be necessary for the District to approve of an outside carrier for an field trip. It is not intended to deny Drivers field trips or reduce the overall number of field trips, but to permit the District the necessary flexibility to meet unusual conditions when they occur.

B. Field Trip Cancellations

Bus Drivers will be notified of cancellations of field trips as follows:

1. After-school field trips, Drivers shall be notified at least two (2) hours before departure time, or be paid one (1) hour's pay.

2. Field trips during the school hours of any school day, Drivers shall be notified of cancellation at least one (1) hour before departure time or be paid one (1) hour's pay or the equivalent of your route pay if a route was given up by the Driver for the field trip.
3. On Saturday and Sunday field trips, the Driver shall be notified of cancellations twenty-four (24) hours in advance, except in case of extreme emergency. If the Driver does not receive the twenty-four (24) hour notification, he/she shall be paid the amount of the actual driving time of the scheduled trip, or two (2) hours pay, whichever is less.
4. In any event, if the Driver is not notified of a cancellation and when arriving at the point of departure learns of the cancellation, he/she shall be paid for the full amount of the trip, or six (6) hours' pay, whichever is less.
5. In the event a posted trip is canceled within forty-eight (48) hours preceding the trip, and the number of students to be transported is nine (9) or more, and other modes of transportation are used, the Driver shall be paid the amount of the actual driving time for the scheduled trip, or two (2) hours' pay, whichever is less.
6. In the event of a breakdown during a trip, the Driver will be paid for all hours actually on duty.

ARTICLE XVII

MISCELLANEOUS

Section 1. PROVISION OF LAW

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2.

Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit employees now employed or hereafter employed by the board during the term thereof.

Section 3. PHYSICAL OR PSYCHIATRIC EXAMINATIONS

A. A physical or psychiatric examination required by the District and/or the State, and performed by a District named physician, shall have the cost paid by the District.

B. Any fee incurred due to providing proof of being free from tuberculosis shall be paid by the District.

Section 4. COMMERCIAL DRIVER'S LICENSE

All fees for obtaining a license to drive for the District shall be borne by the District.

Section 5. DRIVER RESPONSIBILITIES

Driver responsibilities shall include but not necessarily be limited to:

A. Preparing an accident report immediately after each accident involving the bus or school bus passengers.

B. Ensuring the safety of all passengers by strict adherence to all traffic and safety laws and regulations.

C. Ensuring that his/her bus is mechanically safe prior to any run. A Driver has the right to refuse to drive any vehicle which does not comply with the published State Vehicle Safety Standards. Should the supervisor review the refusal and determine the bus does meet State safety standards, the opinion shall be issued to the Driver in writing. If the Driver still feels his/her bus is unsafe, the District may direct the Driver to drive, and the matter shall then be subject to the Grievance Procedure.

D. Drivers shall be responsible for keeping his/her bus clean and neat at all times.

E. Drivers shall be responsible for fueling and checking oil.

F. Drivers shall be responsible for enforcing District policies and regulations as they pertain to student conduct.

G. Drivers shall operate their buses in accordance with regulations for driving and care of the vehicle.

H. Drivers must have a physical examination as required by law. The exam will include a drug test. Such exams will be provided by a District appointed physician at District expense.

The actual screening procedure will be administered by medical personnel. The specimen will be analyzed by a reputable, independent medical laboratory using scientifically accepted tests. Precautions will be taken at every stage of the process to ensure strict chain of custody and provide confidentiality.

The laboratory will test for those drugs that have been determined to be the most commonly used and that are covered under the Controlled Substance Act, Schedules I, II, III and IV. Based on the reliability of the various tests available, all samples will be initially screened for morphine, methadone, codeine, other opiates, barbiturates, amphetamines, cocaine, cocaine metabolite, phencyclidine, and marijuana using the EMIT method. If this initial screening through the EMIT method yields a positive result, the laboratory will automatically cause to be performed a confirmation test on the specimen using Gas Chromatography/Mass Spectrometry (GC/MS). Only tests that have been confirmed by the above process will be reported by the laboratory as positive. A positive initial screening that is followed by a negative result from the GC/MS confirmation test will be reported as a negative test by the contract laboratory.

The laboratory will notify the Waverly Community Schools by mail or phone of any negative results, and employees will be informed of the results as soon as possible. Written confirmation of confirmed positive results will be mailed to the School, consistent with the Privacy Act and contractual guidelines.

All test results will be reported to the Waverly Community Schools. To the extent allowable by law, all non-patient records concerning specific individuals who tested positive will remain in the strictest confidence, with only authorized individuals who have a "need-to-know" having access to them. Patient records concerning employees while in a drug rehabilitation program selected by the District will not be forwarded to the Waverly Community Schools, but will remain in strict confidence under the administration of the program.

If the School's representative obtains a positive test result, he/she will immediately arrange a meeting with the employee to gather further information regarding the positive sample. During the meeting, the employee will be given the opportunity to present evidence and/or information that the positive test resulted from prescribed or over-the-counter drugs, or that special circumstances may have affected the test results. The employee must provide information on prescription and non-prescription drugs, along with the name of the prescribing physician and a release of information in the event that the physician must be contacted for clarification, and to obtain a statement of ability to perform duties in a safe manner. The District reserves the right to seek a second opinion. Failure to provide physician information within five (5) business days, or failure of the drug test related to illicit or illegal drugs, will result in immediate termination.

If the initial drug test is positive, the Bus Driver will be suspended with pay until the more complete battery of drug tests and formal investigation can be performed.

It is further understood that all provisions contained herein are subject to the Grievance Procedure contained in the Collective Bargaining Agreement between the Waverly Community Schools and the I.U.O.E. Local 547.

- I. Drivers must notify the District by August 1st of their intent to return to work.

Section 6.

The bus supervisor will make arrangements for the early starting up of buses in order to defrost windshields when weather conditions warrant.

Section 7.

The Employer and Union agree to meet at the request of either party to discuss matters of mutual concern.

Section 8.

Any employee who has accumulated seven (7) points shall be placed on suspension. The employee will remain on suspension until such time as the employee no longer has seven (7) accumulated points on his/her driving record or six (6) months, whichever occurs first. In the event that an employee is incapable of removing the accumulation of seven (7) points within the six (6) month period, the employee will be considered terminated.

Section 9.

A key to the transportation building shall be placed on each Driver's key ring.

ARTICLE XVIII

PAID HOLIDAYS AND VACATIONS

Section 1.

Each regular full-time Bus Driver shall receive regular run pay for the holidays listed below, provided:

- A. On the date of the holiday, the employee has been on the payroll for at least forty-five (45) driving days and has completed the probationary period.

B. The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday, and first day for his/her classification after the holiday, unless the District granted a personal business day for emergency purposes, or such failure was excused due to accident, sickness or other similar causes, or unless the holiday fell during the employee's scheduled vacation period such as Christmas.

Section 2.

The holidays covered in this Article are:

- Memorial Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Day after Christmas
- New Year's Eve Day
- New Year's Day
- President's Day

If a paid holiday falls on Sunday, the Drivers will receive the pay for the Monday schedule of regular hours. If the paid holiday falls on Saturday, the Drivers will receive the pay for the Friday schedule of regular hours.

Section 3.

Bus Drivers will earn one (1) day of vacation for each full school year of service, up to a maximum of twelve (12) days vacation pay. For employees hired after September 1, 2008, vacation accumulation shall be up to a maximum of ten (10). Employees with three (3) or more years seniority may use their earned accumulated vacation days during the school year, up to a maximum of five (5) days, provided there are substitute Drivers available to cover. Unused vacation time will be paid at the end of the school year with the last pay period.

Section 4.

If the school year begins prior to Labor Day, Labor Day will become a paid holiday.

ARTICLE XIX

SALARY AND COMPENSATION

Section 1. SALARY SCHEDULE

	7/01/08	7/01/09
Probation - 1 Year	\$13.06	\$13.32
1-2 Year	\$14.70	\$14.99
2 Years +	\$17.91	\$18.27

Drivers will be paid thirty (30) minutes each time fueling is performed.

Two (2), four (4) hour stand-by positions are part of the bargaining unit. (Terms to be negotiated.)

Section 2. OVERTIME

Any Driver who works in excess of forty (40) hours in any one work period, from Monday a.m. to Sunday p.m., shall receive a time and one-half (1-1/2) overtime rate for all hours in excess of forty (40) hours.

Section 3. SALARY LEVEL PLACEMENT

A Driver's salary level placement shall be determined as of his/her anniversary date of employment.

Section 4. MINIMUM ROUTE PAY

Minimum pay for regular morning and afternoon runs shall be one and three-fourths (1-3/4) hours, which includes fifteen minutes (15) to perform non-driving duties. A regular route shall be all time from the time the bus leaves the garage to the time it returns. Optional routes will be paid at a minimum of one and one-half (1-1/2) hours.

Section 5. SHUTTLE RUNS

All shuttle runs included within the time structure of regular routes shall be considered part of the regular route for payment purposes. Any time, including time for shuttle runs added to a regular route after it is initially established so that the bus leaves earlier or returns later, shall be paid as part of the regular route.

Section 6.

Bus Drivers shall be paid for the actual time, requested and approved by the supervisor, spent in conferences with parents, students and/or administration.

Section 7.

On days that school is closed due to inclement weather, Drivers will be paid for those hours actually worked. If these days are not rescheduled, Drivers will be compensated for lost time.

Section 8. REIMBURSEMENT

Meals will be reimbursed when Drivers are out of the District on a field trip at the specified meal times. A Waverly School voucher form and a dated cash register receipt shall be required for reimbursement. Reimbursement shall be up to the standard amounts as specified below:

Breakfast	6:00 a.m. to 9:00 a.m.	\$ 4.50
Lunch	12:00 noon to 2:00 p.m.	\$6.50
Dinner	5:30 p.m. to 8:00 p.m.	\$9.50

No reimbursement on split trips.

Any cost for room incurred for an overnight stay shall be paid by the District, up to a maximum of seventy dollars (\$70.00) per night.

Section 9. MANDATORY MEETING PAY

Mandatory Bus Driver meetings shall provide the Drivers a minimum of one (1) hour's pay, or the actual time of the meeting, whichever is greater. There shall be an annual six (6) hours of Professional Development consisting of bus/transportation issues related to Bus Driver responsibilities.

Section 10.

In any event, should a Driver be doing his/her optional or regular route at noon and is asked to do another assignment or shuttle, the Driver will be paid for the total amount of time worked, or the minimum amount of time allotted for the original route or assignment, whichever is greater.

Section 11.

A Bus Driver will be paid at their hourly rate for all hours spent in attendance at all Bus Driver education programs required by the State.

Section 12.

Drivers shall be paid for all actual routing time - that is, laying out and/or planning routes when routes are changed significantly by the District - up to the District's minimum route pay. Kindergarten routes, including St. Gerard's semester change, will be paid actual time, up to a maximum of four (4) hours.

Section 13.

Minimum pay for optional routes will be one and one-half (1-1/2) hours.

Section 14.

Drivers will be paid for their time in attendance at the annual bid meeting, and in no event less than one (1) hour's pay.

Section 15. BACKUP DRIVERS [two (2), four (4) hour positions]

A. A Backup Driver:

1. is not to be on the field trip rotation list;
2. is not eligible for regular extra assignments (kindergarten & shuttle runs);
3. will serve a probationary period;
4. is a regular daily permanent position that shall be referred to as "Backup Driver";
5. The District shall determine the time of each shift (coincides with a.m./p.m. and noon run periods);

- B. Backup Driver is an entry-level position.
- C. A Backup Driver shall be able to bid to a regular run when they become available.
- D. The date of first hire as a Backup Driver shall be used in determining seniority for the bidding process.
- E. It is understood when a Backup Driver assumes a regular run temporarily on a predetermined long term basis (six [6] consecutive days or more) that the Driver be paid at the regular probationary rate. Should a Backup Driver take a long term position, a substitute will be used to fill that Backup Driver's position, and shall not be subject to benefits under this Agreement.
- F. All other conditions of the Contract shall apply to the Backup Driver position.

BACKUP DRIVER PAY SCALE

	7/01/08	7/01/09
Probation - 1 Year	\$11.50	\$11.73
1 Year +	\$12.50	\$12.75

ARTICLE XX

INSURANCE

Section 1. LIFE INSURANCE

Group life in the amount of ten thousand dollars (\$10,000.00).

Members hired after July 1, 1988, working less than twenty-five (25) hours per week, will be insured for one-half (1/2) the amount.

Section 2.

To those members electing health insurance, the District will contribute premium payments equal to the MESSA Tri-Med single subscriber rate.

Members hired after July 1, 1988, working less than twenty-five (25) hours per week, will be insured for one-half (1/2) the amount.

The parties agree to meeting during 2008-2009 to discuss alternatives to the current insurance plan.

To those employees not electing health insurance, the District will provide a cash option. The cash option shall be one hundred twenty-five dollars (\$125.00) per month to invest in tax-exempt cafeteria options on a salary reduction assignment basis. Effective July 1, 2009, this amount shall be increased to one hundred thirty dollars (\$130.00). The amount of the cash payment received may be applied by the unit member to a tax-deferred annuity or toward the MEBS/PET 125 plan. Any amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever the contribution subsidy amount changes for the group. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and administration of benefits under this program shall be borne by the Employer.

Section 3.

The Board shall provide full premiums for each eligible employee for MESSA VSP3 or a comparable plan. The District will provide for payment of a prescription for glasses/lenses every other year. In the instance that a doctor determines that the prescription has changed in a year, the District will provide payment for frames and lenses or contact lenses. Documentation of a prescription change will be required. The District will continue to pay for a yearly eye exam.

ARTICLE XXI

NO STRIKE AGREEMENT

The Union shall not, at any time, so long as this Agreement is in effect, authorize, sanction or condone, nor will any Driver take part in any strike, slow-down, stoppage, sit-in, or picketing of the Waverly Schools. The Union further agrees that it will not, nor will any Driver support or recognize any such activities by other bargaining units. In the event of any such action on the part of individual Drivers, the Union officers will immediately post notices and release public statements advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Union. Should the Union not adhere to and abide by this provision, it shall be liable for any and all damages, injuries, and costs incurred by the District. The District shall have the right to discipline, including discharge, any Driver determined to be in violation of this provision.

ARTICLE XXII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modifications of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law, and by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIII

WORK CALENDAR

The work calendar for Bus Drivers shall coincide with school days in session as determined by the District.

ARTICLE XXIV

TERMINATION AND MODIFICATION

- A. The effective date of this Agreement is July 1, 2008.

B. If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) calendar days' written notice prior to the current year of termination.

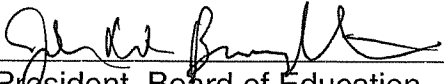
C. If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if to the Employer, addressed to Waverly Community Schools, 515 Snow Road, Lansing, Michigan 48917, or to any other address the Union or the Employer may make available to each other.


E. This Agreement shall continue in force and effect until June 30,2010.

F. Wages will be paid retroactive from July 1, 2008.

WAVERLY COMMUNITY SCHOOLS




President, Board of Education

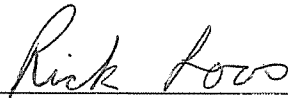


Secretary, Board of Education


**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**



Business Manager



President



Recording-Corresponding Secretary

LETTER OF UNDERSTANDING

During the term of this Agreement, whenever the District invokes Article XVI, Section 4 (Field Trips), #12, of the Collective Bargaining Agreement, for an in-state trip, the quote between the District and the outside carrier will be given to the Union. The Union, if it chooses, may "bid" on the trip, but must do so within forty-eight (48) hours of receiving the quote from the District.

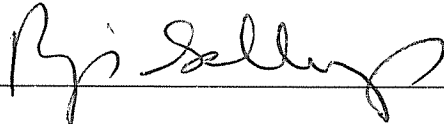
The parties agree to award the trip to the Union if the bid meets the outside carrier's quoted price for the trip, provided, the Employer may invoke Article XVI, Section 4, #12, when it deems necessary to approve an outside carrier.

For the **Employer**



2/10/09
Date

For the **Union**



Date